

**REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, NOVEMBER 4, 1997
MUNICIPAL ROOM - 305 MONROE STREET**

The Mayor and Board of Aldermen of the City of Clinton, Mississippi met in Regular Meeting on Tuesday, November 4, 1997, 7 P.M. at the Municipal Courtroom, 305 Monroe Street.

WELCOME AND CALL TO ORDER - Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderman Hisaw followed by the Pledge of Allegiance to the Flag led by Alderman DePriest.

ROLL CALL - City Clerk Nelson Byrd

Present - Jehu Brabham - Alderman-At-Large
 Tony Hisaw - Alderman Ward 1
 Rodney DePriest - Alderman Ward 2
 Clint Brantley - Alderman Ward 3
 Phil Fisher - Alderman Ward 4
 Herb Touchton - Alderman Ward 5
 Sharbert Lott - Alderman Ward 6

 City Attorney - Ken Dreher
 City Clerk - Nelson Byrd

RECOGNITIONS:

Christopher Munn and Edward Munn with Troop 345 - Morrison Heights Baptist Church were recognized for working on their communication merit badge by observing the City Council Meeting.

APPROVAL OF CONSENT AGENDA ITEMS A - N:

MOTION made by Alderman Fisher and **SECONDED** by Alderman Brantley to approve Consent Agenda Items A-N as listed on page 137 of this Minute Book Z. Quotes listed in Items F & G can be found in the office of the City Clerk. Item N will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton. **MOTION CARRIED UNANIMOUSLY**

PLANNING AND ZONING ITEMS

DIMENSIONAL VARIANCE - WARING OIL COMPANY REMOVED AT THE REQUEST OF THE OWNER

APPROVAL TO ADOPT ORDINANCE FOR REZONING OF 93 ACRES OWNED BY DR. CHARLES DEEVERS

MOTION made by Alderman DePriest and **SECONDED** by Alderman Brabham to adopt that ordinance found on pages 139-142 of this Minute Book Z and pages 726-729 of Ordinance Book II. to authorize rezoning of 93 acres on Clinton-Raymond Road belonging to Dr. Charles Deevers from A-1 to R-1. **MOTION CARRIED UNANIMOUSLY** Proofs of Publication can be found on pages 143 & 730 respectively of said books.

NO MOTION ON VARIANCE REQUESTS-CLINTON CENTER DRIVE

Mark Evans representing Smith-Edwards Company requested that a dimensional variance be granted for a lot on Clinton Center Drive. After two requests for a motion by Mayor Aultman, there was no response from Aldermen. Request died for **LACK OF A MOTION**

APPROVAL OF REZONING FROM A-1 TO S-1 AT 1000 VERNON ROAD, VICTORY MANOR

Upon recommendation of Planning and Zoning Board, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Hisaw to adopt that ordinance found on pages 144-148 of this Minute Book Z and pages 731-735 of Ordinance Book II to approve rezoning of property at 1000 Vernon Road, Victory Manor from A-1 to S-1. **MOTION CARRIED UNANIMOUSLY** Proof of Publication can be found on pages 149 & 736 respectively of said books.

APPROVAL OF IN-KIND CONTRIBUTION AND OPERATION AND MAINTENANCE AGREEMENT OF THE 1998 NATURAL RESOURCES CONSERVATION SERVICES PROJECT

MOTION made by Alderman Touchton and **SECONDED** by Alderman Fisher to approve In-Kind Contribution and Operation and Maintenance Agreement of the 1998 Natural Resources Conservation Services Project. **MOTION CARRIED UNANIMOUSLY** Said agreement may be found on pages 150-179 of this Minute Book Z.

APPROVAL OF LETTER AGREEMENT WITH NEEL-SCHAFER, INC. FOR SIGNAL AND INTERSECTION MODIFICATION AT SPRINGRIDGE ROAD AND CLINTON CENTER DRIVE

MOTION made by Alderman Brabham and **SECONDED** by Alderman Lott to approve Letter Agreement with Neel-Schaffer, Inc. for signal and intersection modification at Springridge Road and Clinton Center Drive. **MOTION CARRIED UNANIMOUSLY** Copy of Letter Agreement may be found on pages 180-184 of this Minute Book Z.

EXECUTIVE SESSION

MOTION made by Alderman Touchton and **SECONDED** by Alderman Lott to consider entering executive session for the purpose of discussing litigation matters. **MOTION CARRIED UNANIMOUSLY**

MOTION made by Alderman Touchton and **SECONDED** by Alderman Lott at 7:31 p.m. to enter executive session for the stated purpose. **MOTION CARRIED UNANIMOUSLY**

Present for Executive Session were Mayor Aultman, Aldermen Jehu Brabham, Tony Hisaw, Rodney DePriest, Clint Brantley, Phil Fisher, Herb Touchton, and Sharbert Lott, and City Attorney Ken Dreher.

MOTION made by Alderman Touchton and **SECONDED** by Alderman Brabham to exit executive session at 8:23 p.m. **MOTION CARRIED UNANIMOUSLY**

ADJOURNMENT - 8:23 P.M.

There being no further business to discuss, **MOTION** made by Alderman Fisher and **SECONDED** by Alderman Lott to Recess until November 18, 1997 at 7 p.m. **MOTION CARRIED UNANIMOUSLY**

Copy of agenda may be found on pages 137-138 of this Minute Book Z.

APPROVED: Rosemary G. Aultman November 7, 1997
Rosemary G. Aultman, Mayor Date

ATTEST: Nelson Byrd November 7, 1997
Nelson Byrd, City Clerk Date

SEAL

OFFICIAL FORM

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON, HINDS COUNTY,
MISSISSIPPI AMENDING THE OFFICIAL ZONING ORDINANCE
AND THE ZONING MAP OF THE CITY OF CLINTON, MISSISSIPPI
ON 9.3 ACRES, MORE OR LESS, BEING THE WEST 1/2 OF SE 1/4 NW 1/4,
LYING SOUTH OF RAYMOND-CLINTON ROAD; W 1/2 OF NE 1/4
SW 1/4; W 1/2 OF SE 1/4 1/4 SW 1/4; TEN ACRES OFF THE SOUTH
END OF E 1/2 OF SE 1/4 OF SW 1/4; ALL IN SECTION 36,
TOWNSHIP 6 N; RANGE 2 WEST; AND NE 1/4 OF NW 1/4 OF SECTION 1,
TOWNSHIP 5 N, RANGE 2 WEST, HINDS COUNTY,
MISSISSIPPI, FROM A-1 TO R-1

WHEREAS, Charles L. Deevers II did file a Petition to Rezone certain property from its present A-1 use district classification to a R-1 use district classification; and,

WHEREAS, a public hearing, pursuant to Section 2406.05 of the Zoning Ordinance of the City of Clinton, Mississippi, was set for the 28th day of October, 1997, at 7:30 o'clock P.M.; and,

WHEREAS, the City of Clinton did cause notice of said hearing to be published in the *Clarion Ledger*, a newspaper published in Hinds County, Mississippi, in the manner and for the time required by law, and did post notice upon the affected property in the manner and for the time required by law; and,

WHEREAS, at the time, date and place specified in the Notice, the Planning Commission of the City of Clinton, Mississippi, did conduct a full and complete hearing, and there being no opposition to the request presented to the Planning Commission, and thereafter, did recommend that the said petition be approved, pursuant to Section 2406 of the Zoning Ordinance; and,

WHEREAS, the matter was presented to the Mayor and Board of Aldermen of the City of Clinton, along with the recommendation of the Planning Commission, and after discussion thereof, Alderman DEPRIEST offered the following ordinance and moved that it be adopted, to-wit:

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Clinton, Hinds County, Mississippi as follows, to-wit:

Section 1. That the matters and facts stated in the preamble hereof are found to be true and correct.

Section 2. That this matter was presented as required by §2406 of the City of Clinton Zoning Ordinance and that the Board of Aldermen hereby find that this request meets the requirements of §2406.03(b) Criteria for Rezoning.

Section 3. That the following described tract of real property be, and the same is, hereby rezoned from its present A-1 use district classification to R-1 use district classification and that said rezoning is consistent with the current Comprehensive Plan of the City of Clinton, to-wit:

A tract of land situated in the City of Clinton, Hinds County, Mississippi and containing 93 acres more or less:

The West 1/2 of SE 1/4 NW 1/4, lying South of Raymond-Clinton Road; W 1/2 of NE 1/4 SW 1/4; W 1/2 of SE 1/4 1/4 SW 1/4; ten acres off the South end of E 1/2 of SE 1/4 of SW 1/4; all in Section 36, Township 6 N; Range 2 West; and NE 1/4 of NW 1/4 of Section 1, Township 5 N, Range 2 West.

Section 4. That the City of Clinton Zoning Ordinance be, and the Official Zoning Map be, and the same hereby are, amended to reflect the foregoing change in the zoning of the above-described real property.

Section 5. That this ordinance shall take effect thirty days from and after passage.

ORDAINED, ADOPTED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, at a meeting thereof held on the 4th day of NOVEMBER, 1997.

A Motion for adoption was seconded by Aldermen BRABHAM and the foregoing ordinance having been first reduced to writing, was considered and approved section by section and then, as a whole, it was submitted to the Board of Alderman for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted:	<u>Aye</u>
Alderman Hisaw voted:	<u>Aye</u>
Alderman Depriest voted:	<u>Aye</u>
Alderman Fisher voted:	<u>Aye</u>
Alderman Touchton voted:	<u>Aye</u>
Alderman Lott voted:	<u>Aye</u>
Alderman Brantley voted:	<u>Aye</u>

Whereupon the Mayor declared the Motion carried and the ordinance approved and adopted.

The foregoing ordinance was approved this the 4th day of NOVEMBER, 1997.

CITY OF CLINTON

BY: Rosemary J. Aultman
ROSEMARY AULTMAN, Mayor

ATTEST:

Nelson Byrd
NELSON BYRD, City Clerk

(S E A L)

c:\wp60\clinton\zoneord.cldjb

129-230
142-143

OFFICIAL FORM
AN ORDINANCE BY THE
MAYOR AND BOARD OF
ALDERMEN OF THE CITY OF
CLINTON, HINDS COUNTY,
MISSISSIPPI AMENDING THE
OFFICIAL ZONING ORDINANCE AND THE ZONING
MAP OF THE CITY OF
CLINTON, MISSISSIPPI ON 93
ACRES, MORE OR LESS,
BEING THE WEST 1/2 OF SE
1/4 NW 1/4, LYING SOUTH OF
RAYMOND-CLINTON ROAD; W
1/2 OF NE 1/4 SW 1/4; W 1/2
OF SE 1/4 1/4 SW 1/4; TEN
ACRES OFF THE SOUTH END
OF E 1/2 OF SE 1/4 OF SW 1/4;
ALL IN SECTION 36, TOWNSHIP
6 N; RANGE 2 WEST;
AND NE 1/4 OF NW 1/4 OF
SECTION 1, TOWNSHIP 5 N,
RANGE 2 WEST, HINDS
COUNTY, MISSISSIPPI, FROM
A-1 TO R-1
WHEREAS, Charles L. Deever
II did file a Petition to Rezone
certain property from its present
A-1 use district classification to a
R-1 use district classification;
and,
WHEREAS, a public hearing,
pursuant to Section 2406.05 of
the Zoning Ordinance of the City
of Clinton, Mississippi, was set
for the 28th day of October,
1997, at 7:30 o'clock P.M.; and,
WHEREAS, the City of Clinton
did cause notice of said hearing
to be published in the *Clarion
Ledger*, a newspaper published
in Hinds County, Mississippi, in
the manner and for the time
required by law, and did post
notice upon the affected property
in the manner and for the time
required by law; and,
WHEREAS, at the time, date
and place specified in the
Notice, the Planning Commission
of the City of Clinton, Mississippi,
did conduct a full and complete
hearing, and there being no
opposition to the request presented
to the Planning Commission, and
thereafter, did recommend that the
said petition be approved, pursuant
to Section 2406 of the Zoning
Ordinance; and,
WHEREAS, the matter was
presented to the Mayor and Board
of Aldermen of the City of Clinton,
Hinds County, Mississippi, along
with the recommendation of the
Planning Commission, and after
discussion thereof, Alderman
Depriest offered the following
ordinance and moved that it be
adopted, to-wit:
NOW, THEREFORE, BE IT
ORDAINED by the Mayor and Board
of Aldermen of the City of Clinton,
Hinds County, Mississippi as follows,
to-wit:
Section 1. That the matters and
facts stated in the preamble
hereof are found to be true and
correct.
Section 2. That this matter was
presented as required by §2406
of the City of Clinton Zoning
Ordinance and that the Board of
Aldermen hereby find that this
request meets the requirements
of §2406.03(B) Criteria for
Rezoning.

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

Section 3. That the following
described tract of real property
be, and the same is, hereby
rezoned from its present A-1 use
district classification to R-1 use
district classification and that
said rezoning is consistent with
the current Comprehensive Plan
of the City of Clinton, to-wit:
A tract of land situated in the
City of Clinton, Hinds County,
Mississippi and containing 93
acres more or less:
The West 1/2 of SE 1/4 NW 1/4,
lying South of Raymond-Clinton
Road; W 1/2 of NE 1/4 SW 1/4;
W 1/2 of SE 1/4 1/4 SW 1/4; ten
acres off the South end of E 1/2
of SE 1/4 of SW 1/4; all in Section
36, Township 6 N; Range 2
West; and NE 1/4 of NW 1/4 of
Section 1, Township 5 N, Range
2 West.
Section 4. That the City of
Clinton Zoning Ordinance be,
and the Official Zoning Map be,
and the same hereby are,
amended to reflect the foregoing
change in the zoning of the
above-described real property.
Section 5. That this ordinance
shall take effect thirty days from
and after passage.
ORDAINED, ADOPTED AND
APPROVED BY THE MAYOR
AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON,
MISSISSIPPI, at a meeting
thereof held on the 4th day of
November, 1997.
A Motion for adoption was
seconded by Alderman Brabham
and the foregoing ordinance
having been first reduced to writing,
was considered and
approved section by section and
then, as a whole, it was submitted
to the Board of Aldermen for
the passage or rejection on roll
call voted upon the vote being as
follows, to-wit:
Alderman Brabham voted: aye
Alderman Hisaw voted: Aye
Alderman Depriest voted: Aye
Alderman Fisher voted: Aye
Alderman Touchton voted: Aye
Alderman Lott voted: Aye
Alderman Brantley voted: Aye
Whereupon the Mayor declared
the Motion carried and the
ordinance approved and adopted.
The foregoing ordinance was
approved this the 4th day of
November, 1997.
CITY OF CLINTON
BY: ROSEMARY AULTMAN,
Mayor
ATTEST:
/s/ Nelson Byrd
NELSON BYRD, City Clerk
(SEAL)
Nov. 12, 1997

PERSONALLY appeared before me, the undersigned
notary public in and for Hinds County, Mississippi,

Shirley Mize

an authorized clerk of THE CLARION-LEDGER,
a daily newspaper as defined and prescribed in
Sections 13-3-31 and 13-3-32, of the Mississippi
Code of 1972, as amended, who, being duly sworn,
states that the notice, a true copy of which is hereto
attached, appeared in the issues of said newspaper
as follows:

Date November 12, 1997
Date _____, 19____
Date _____, 19____
Date _____, 19____
Date _____, 19____
Date _____, 19____
Number of Lines/Words 160/750
Published 1 Times
Total \$ 62.00
Signed Shirley Mize
Authorized Clerk
of The Clarion-Ledger

SWORN to and subscribed before me the 12 day of November,
1997.

My Commission Expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE.
MY COMMISSION EXPIRES: Nov. 8, 2000.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Maria Miller
Notary Public

(SEAL)

OFFICIAL FORM

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON, HINDS COUNTY,
MISSISSIPPI AMENDING THE OFFICIAL ZONING ORDINANCE
AND THE ZONING MAP OF THE CITY OF CLINTON, MISSISSIPPI
ON 10 ACRES, MORE OR LESS, IN THE NE 1/4 OF SECTION 19,
TOWNSHIP 6 NORTH, RANGE 1 WEST, SECOND JUDICIAL DISTRICT
OF HINDS COUNTY, MISSISSIPPI, FROM A-1 TO S-1

WHEREAS, Billy R. Benford, Executive Director of Victory Manor did file a
Petition to Rezone certain property from its present A-1 use district classification to
a S-1 use district classification; and,

WHEREAS, a pubic hearing, pursuant to Section 2406.05 of the Zoning
Ordinance of the City of Clinton, Mississippi, was set for the 28th day of October,
1997, at 7:30 o'clock P.M.; and,

WHEREAS, the City of Clinton did cause notice of said hearing to be
published in the *Clarion Ledger*, a newspaper published in Hinds County, Mississippi,
in the manner and for the time required by law, and did post notice upon the
affected property in the manner and for the time required by law; and,

WHEREAS, at the time, date and place specified in the Notice, the Planning
Commission of the City of Clinton, Mississippi, did conduct a full and complete
hearing, and there being no opposition to the request presented to the Planning
Commission, and thereafter, did recommend that the said petition be approved,
pursuant to Section 2406 of the Zoning Ordinance; and,

WHEREAS, the matter was presented to the Mayor and Board of Aldermen
of the City of Clinton, along with the recommendation of the Planning Commission,

and after discussion thereof, Alderman BRABHAM offered the following ordinance and moved that it be adopted, to-wit:

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Clinton, Hinds County, Mississippi as follows, to-wit:

Section 1. That the matters and facts stated in the preamble hereof are found to be true and correct.

Section 2. That this matter was presented as required by §2406 of the City of Clinton Zoning Ordinance and that the Board of Aldermen hereby find that this request meets the requirements of §2406.03(b) Criteria for Rezoning.

Section 3. That the following described tract of real property be, and the same is, hereby rezoned from its present A-1 use district classification to S-1 use district classification and that said rezoning is consistent with the current Comprehensive Plan of the City of Clinton, to-wit:

A tract of land situated in the City of Clinton, the Second Judicial District of Hinds County, Mississippi and containing 10 acres more or less and more completely described in Exhibit "A" attached hereto and made a part thereof.

Section 4. That the City of Clinton Zoning Ordinance be, and the Official Zoning Map be, and the same hereby are, amended to reflect the foregoing change in the zoning of the above-described real property.

Section 5. That this ordinance shall take effect thirty days from and after passage.

ORDAINED, ADOPTED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, at a meeting thereof held on the 4th day of NOVEMBER, 1997.

A Motion for adoption was seconded by Aldermen HISAW and the foregoing ordinance having been first reduced to writing, was considered and approved section by section and then, as a whole, it was submitted to the Board of Alderman for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted:	<u>AYE</u>
Alderman Hisaw voted:	<u>AYE</u>
Alderman Depriest voted:	<u>AYE</u>
Alderman Fisher voted:	<u>AYE</u>
Alderman Touchton voted:	<u>AYE</u>
Alderman Lott voted:	<u>AYE</u>
Alderman Brantley voted:	<u>AYE</u>

Whereupon the Mayor declared the Motion carried and the ordinance approved and adopted.

The foregoing ordinance was approved this the 4th day of NOVEMBER, 1997.

CITY OF CLINTON

BY: Rosemary J. Aultman
ROSEMARY AULTMAN, Mayor

ATTEST:

Nelson Byrd
NELSON BYRD, City Clerk

(S E A L)

c:\wp60\clinton\zoneord.brb\jb

EXHIBIT "A"

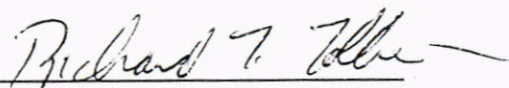
Legal Description of a 9.72 Acre Tract
Billy Benford
Clinton, Mississippi
October 17, 1997

A parcel of land situated in the Northeast Quarter ($\frac{1}{4}$) of Section 19, Township 6 North, Range 1 West, in the City of Clinton, 2nd Judicial District, Hinds County, Mississippi and being more particularly described as follows:

Commencing at a 1" rebar found representing the Northwest corner of the Northeast Quarter ($\frac{1}{4}$) of Section 19, Township 6 North, Range 1 West, Hinds County, Mississippi, thence run South 89 degrees 28 minutes 36 seconds East for a distance of 597.62 feet to an $\frac{1}{2}$ " square iron rod set, to the **True Point of Beginning** of the tract herein described:

From the **True Point of Beginning**, thence run South 00 degrees 37 minutes 59 seconds West for a distance of 497.61 feet to a $\frac{1}{2}$ " square iron rod set; thence run North 89 degrees 44 minutes 51 seconds East for a distance of 707.92 feet to a Natchez Trace monument stamped 3P 290 "1968"; thence run South 89 degrees 49 minutes 45 seconds East for a distance of 155.01 feet to a Natchez Trace monument stamped 3P 289 "1968"; thence run North 01 degrees 04 minutes 00 seconds East along the West Right-of-Way of said Vernon Road for a distance of 422.78 feet to a $\frac{1}{2}$ " square iron rod set, said point being the intersection of the South Right-of-Way of Northside Drive and the West Right-of-Way of Vernon Road; thence run North 45 degrees 14 minutes 40 seconds West along the South Right-of-Way of Northside Road for a distance of 80.00 feet to a $\frac{1}{2}$ " square iron rod set; thence run North 88 degrees 23 minutes 19 seconds West for a distance of 422.79 feet to a $\frac{1}{2}$ " square iron rod set; thence run North 89 degrees 28 minutes 36 seconds West a distance of 385.39 feet back to the **True Point of Beginning**, said parcel containing 9.72 acres, more or less.

Prepared by:



Richard T. Tolbert, P.L.S.
Williford, Gearhart & Knight, Inc.
Engineers & Surveyors
October 17, 1997

OFFICIAL FORM
AN ORDINANCE BY THE
MAYOR AND BOARD OF
ALDERMEN OF THE CITY OF
CLINTON, HINDS COUNTY,
MISSISSIPPI AMENDING THE
OFFICIAL ZONING ORDINANCE AND THE ZONING
MAP OF THE CITY OF
CLINTON, MISSISSIPPI ON 10
ACRES, MORE OR LESS,
BEING THE NE 1/4 OF SEC-
TION 19, TOWNSHIP 6 NORTH,
RANGE 1 WEST, SECOND
JUDICIAL DISTRICT OF HINDS
COUNTY, MISSISSIPPI, FROM
A-1 TO S-1

WHEREAS, Rilly R. Benford,
Executive Director of Victory
Manor did file a Petition to
Rezone certain property from its
present A-1 use district classi-
fication to a S-1 use district classi-
fication; and,

WHEREAS, a public hearing,
pursuant to Section 2406.05 of
the Zoning Ordinance of the City
of Clinton, Mississippi, was set
for the 28th day of October,
1997, at 7:30 o'clock P.M.; and,
WHEREAS, the City of Clinton
did cause notice of said hearing
to be published in the *Clarion
Ledger*, a newspaper published
in Hinds County, Mississippi, in
the manner and for the time
required by law, and did post
notice upon the affected property
in the manner and for the time
required by law; and,

WHEREAS, at the time, date
and place specified in the
Notice, the Planning Commis-
sion of the City of Clinton, Mis-
sissippi, did conduct a full and
complete hearing, and there
being no opposition to the Plan-
ning Commission, and thereaf-
ter, did recommend that the said
petition be approved, pursuant to
Section 2406 of the Zoning Ord-
nance; and,
WHEREAS, the matter was pre-
sented to the Mayor and Board
of Aldermen of the City of
Clinton, along with the recom-
mendation of the Planning Com-
mission, and after discussion
thereof, Alderman Brabham
offered the following ordinance
and moved that it be adopted,
to-wit:

NOW, THEREFORE, BE IT
ORDAINED by the Mayor and
Board of Aldermen of the City of
Clinton, Hinds County, Missis-
sippi as follows, to-wit:

Section 1. That the matters and
facts stated in the preamble
hereof are found to be true and
correct.

Section 2. That this matter was
presented as required by §2406
of the City of Clinton Zoning
Ordinance and that the Board of

representing the Northeast Quarter
(1/4) of Section 19, Township 6
North, Range 1 West, Hinds
County, Mississippi, thence run
South 89 degrees 28 minutes 36
seconds East for a distance of
597.62 feet to a 1/2" square
iron rod set, to the True Point of
Beginning of the tract herein
described:

From the True Point of Begin-
ning, thence run South 00
degrees 37 minutes 59 seconds
West for a distance of 497.61
feet to a 1/2" square iron rod set;
thence run North 89 degrees 44
minutes 51 seconds East for a
distance of 707.92 feet to a
Natchez Trace monument
stamped 3P 290 "1968"; thence
run South 89 degrees 49 min-
utes 45 seconds East for a dis-
tance of 155.01 feet to a
Natchez Trace monument
stamped 3P 289 "1968"; thence
run North 01 degrees 04 minutes
00 seconds East along the West
Right-of-way of said Vernon
Road for a distance of 422.78
feet to a 1/2" square iron rod set,
said point being the intersection
of the South Right-of-Way of
Northside Drive and the West
Right-of-Way of Vernon Road;
thence run North 45 degrees 14
minutes 40 seconds West along
the South Right-of-Way of

Northside Road for a distance of
80.00 feet to a 1/2" square iron
rod set; thence run North 88
degrees 23 minutes 19 seconds
West for a distance of 422.79
feet to a 1/2" square iron rod set;
thence run North 89 degrees 28
minutes 36 seconds West a dis-
tance of 385.39 feet back to the
True Point of Beginning, said
parcel containing 9.72 acres,
more or less.

Prepared by:
/s/ Richard T. Tolbert
Richard T. Tolbert, P.L.S.
Williford, Gearhart & Knight, Inc.
Engineers & Surveyors
October 17, 1997

Section 4. That the City of
Clinton Zoning Ordinance be,
and the Official Zoning Map be,
and the same hereby are,
amended to reflect the foregoing
change in the zoning of the
above-described real property.

Section 5. That this ordinance
shall take effect thirty days from
and after passage.
ORDAINED, ADOPTED AND
APPROVED BY THE MAYOR
AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON,
MISSISSIPPI, at a meeting
thereof held on the 4th day of
November, 1997.

A Motion for adoption was sec-
onded by Alderman Hisaw and
the foregoing ordinance having
been first reduced to writing, was
considered and approved sec-
tion by section and then, as a
whole, it was submitted to the
Board of Aldermen for the pas-
sage or rejection on roll call
voted upon the vote being as fol-
lows, to-wit:
Alderman Brabham voted: aye
Alderman Hisaw voted: Aye
Alderman Depriest voted: Aye
Alderman Fisher voted: Aye
Alderman Touchton voted: Aye
Alderman Lott voted: Aye
Alderman Brantley voted: Aye
Whereupon the Mayor declared
the Motion carried and the ordi-
nance approved and adopted.
The foregoing ordinance was
approved this the 4th day of
November, 1997.

CITY OF CLINTON
BY: ROSEMARY AULTMAN,
Mayor

ATTEST:
/s/ Nelson Byrd
NELSON BYRD, City Clerk
(SEAL)
Nov. 12, 1997

Proof of Publication

The State of Mississippi

Hinds County

PERSONALLY appeared before me, the
undersigned notary public in and for Hinds
County, Mississippi,

Shirley Mize

an authorized clerk of THE CLARION-LEDGER, a
daily newspaper as defined and prescribed in
Sections 13-3-31 and 13-3-32, of the Mississippi
Code of 1972, as amended, who, being duly sworn,
states that the notice, a true copy of which is hereto
attached, appeared in the issues of said newspaper
as follows:

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TE OF MISSISSIPPI AT LARGE.
EXPIRES: Nov. 8, 2000.
RY PUBLIC UNDERWRITERS.

Signed

Authorized Clerk
of The Clarion-Ledger

Notary Public

(SEAL)

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
EMERGENCY WATERSHED PROTECTION PROGRAM

IN-KIND CONTRIBUTION AND
OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 199 7, by and between,
The City of Clinton, called the Sponsors or Cooperators; and the
Natural Resources Conservation Service, United States Department of Agriculture, called
NRCS.

WITNESSETH THAT:

WHEREAS, under the provisions of the Title IV of the Agricultural Credit Act of 1978, Public
Law 95-334, the Sponsors and NRCS agree to a plan which provides for restoration of certain
works referenced in Section A.

NOW THEREFORE, in consideration of the premises and of the several promises to be
faithfully performed by the parties hereto as set forth, the Sponsors and NRCS do hereby
agree as follows:

- A. IT IS AGREED that the following described work is to be constructed at a total
estimated cost of \$ 325,000.00.

<u>EWP Project</u>	<u>Estimated Cost</u>	<u>Type of Repair</u>
<u>Melrose Street</u>	<u>\$300,000.00</u>	<u>Ditch Stabilization</u>
<u>Trailwood Drive</u>	<u>\$75,000.00</u>	<u>Ditch Stabilization</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

15. Invoice the NRCS monthly by submission of a properly documented Standard Form 270. Proper documentation includes but is not limited to job diaries, quantity computations for excavation and earthfill, survey data, cross-sections, weight tickets, photographs of the project, results of concrete tests, material certifications and any other relevant documentation bearing on the project.

C. NRCS WILL:

1. Provide 95 percent of the cost of constructing the works of improvement described in Section A. The cost will be based on the Sponsor's design engineer construction cost estimate or the actual construction contract cost **whichever is less**. The estimated cost to NRCS is \$ 308,750.00.
2. Review and concur with the Sponsor's design engineer construction cost estimate and construction drawings prior to the procurement of a construction contract.
3. Not be substantially involved with the technical or contractual administration of this agreement but will provide advice and counsel as needed.
4. Pay the Sponsor monthly pursuant to this agreement with request submitted on a properly documented Standard Form 270.
5. Upon notification of the completion of construction, NRCS shall promptly review the performance of Sponsor to determine if it has met the requirements of this agreement and fund expenditures as agreed.

D. IT IS MUTUALLY AGREED:

1. That the costs incurred by the sponsor for surveys, design, inspection, and contract administration will be equal to 20 percent of the estimated construction cost.
2. That a predesign conference will be conducted and the conceptual design concurred in between the Sponsor and NRCS before any work proceeds under this agreement.
3. This agreement shall become null and void 90 calendar days after the date NRCS has executed this agreement if a contract has not been awarded.
4. This agreement shall be effective on the date appearing in the first paragraph and shall continue in effect until the purpose of the agreement has been fulfilled.
5. The furnishing of financial and other assistance by NRCS is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of the Congress to appropriate funds.
6. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsors have failed to comply with any of the conditions of this agreement. The NRCS shall promptly notify the Sponsors in writing of the determination and reasons for the termination, together with the effective date. Payments or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsors.

7. This agreement may be temporarily suspended by NRCS if it determines that corrective action by the Sponsors is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
8. The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with the regulations of the Secretary of Agriculture (7CFR-15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.
9. The NRCS will not be obligated to contribute funds under any agreement commitment made by the Sponsor to third parties without prior written concurrence of NRCS.
10. The contract for constructing the work described in Section A will not be awarded to the Sponsor or to any firm in which any Sponsor official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms.
11. This agreement may be revised by amendment and agreed to by the parties in writing. It may be terminated by either party upon 30 days written notice by authorized officials of either party.

E. APPROVED:

City of Clinton

(Name of Sponsor)

By: _____

Rosemary Aultman

Title: Mayor

Date: _____

This action is authorized
at an official meeting of
the Mayor & Bd. of Aldermen
on the _____ day of

at Clinton, MS.

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: _____

Title: State Conservationist

Date: _____

ATTACHMENT A - SPECIAL PROVISIONS

The cooperator agrees to comply with the following special provisions which are hereby attached to this agreement.

I. Drug-Free Workplace.

By signing this agreement, the cooperator is providing the certification set out below. If it is later determined that the cooperator knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFS 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (I) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirements; consultants or independent contractors not on the grantees' payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification:

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

- (1) The danger of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph 9a) that, as a condition of employment under the grant, the employee will --

- (1) Abide by the terms of the statement; and
- (2) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;

(e) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph 9(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency.

B. The cooperator may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

II. Certification Regarding Lobbying (7 CFR 3018) (Applicable if this agreement exceeds \$100,000)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the cooperator, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, and officer or employer of Congress, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The cooperator shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

III. Certification Regarding Debarment, Suspension, and Other Responsibility matters - Primary Covered Transactions, (7 CFR 3017)

(1) The cooperator certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal has one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the primary cooperator is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

IV. Clean Air and Water Certification (Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The cooperator signatory to this agreement certifies as follows:

(a) Any facility to be utilized in the performance of this proposed agreement is _____, is not X , listed on the Environmental Protection Agency List of Violating Facilities.

(b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

(c) To include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

Clean Air and Water Clause

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The cooperator agrees as follows:

- (1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et. sq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS.**
- (2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.**
- (3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.**
- (4) To insert the substance of the provisions of this clause in any nonexempt subagreement, including this subparagraph A. (4).**

B. The terms used in this clause have the following meanings:

- (1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).**
- (2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-55).**
- (3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), and approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).**
- (4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act**

(33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).

(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collated in one geographical area.

V. Assurances and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018, 3019, and 3051 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI. Examination of Records

Give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

STATE _____

WATERSHED _____

CONTRACT NO. _____

STANDARDS OF CONDUCT

The Contracting Local Organization for the City of Clinton hereby agrees that: its officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. The contract or other procurement action shall not be awarded to a sponsor, the Contracting Local Organization, or firm in which any official of such organization, or any member of such official's immediate family, has direct or indirect interest in the recurring profits or contracts of such firms. To the extent permissible by state or local laws, rules or regulations, such standards as herein stated above shall provide for penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by either the Contracting Local Organization officers, employees, or agents, or by contractors or their agents.

City of Clinton
(Sponsor)
BY: _____
TITLE: Mayor
DATE: _____

This action authorized at an official meeting of the Mayor & Bd. of Aldermen on the _____ day of _____, at Clinton, State of Mississippi.

(Signature)

City Clerk
(Title)

FINANCIAL MANAGEMENT SYSTEM

The sponsor responsible for managing the finances of Section 216, Public Law 81-516, work in which the SCS has a financial interest must develop and maintain a financial management system which shall provide for:

- (a) Accurate, current and complete disclosure of the financial results of each Public Law 516 undertaking in which SCS has a financial interest in accordance with SCS reporting requirements. When the SCS requires reporting on an accrual basis and the sponsor's accounting records are not kept on that basis, the sponsor should develop such information through an analysis of the documentation on hand or on the basis of best estimates.
- (b) Records which identify adequately the source and application of funds for Public Law 516 financially supported undertakings. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income.
- (c) Effective control over and accountability for all funds, property and other assets. Sponsors shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
- (d) Comparison of actual with budgeted amounts for each undertaking, i.e., each project agreement, land rights agreement, agreement for services, and relocation agreement. Also, relation of financial information with performance or productivity data, including the production of unit cost information whenever appropriate and required by SCS.
- (e) Procedures to minimize the time elapsing between the transfer of funds from the U. S. Treasury and disbursement by the sponsor, whenever funds are advanced by the SCS. When advances are made by a letter of credit method, the sponsor shall make draw-downs from the U. S. Treasury through its commercial bank as close as possible to the time of making the disbursements.
- (f) Procedures for determining the allowability and allocability of costs in accordance with the SCS obligating instrument (project agreement, agreement for services, land rights agreement, relocation agreement) and the applicable SCS program handbook (Watershed Protection Handbook or Resource Conservation and Development Projects Handbook).
- (g) Accounting records which are supported by source documentation.
- (h) Audits to be made by the sponsor or at the sponsor's direction, to determine, at a minimum, the fiscal integrity of financial transactions and reports, and the compliance with laws, regulations and administrative requirements. The sponsor will schedule such audits with reasonable frequency, usually annually, but not less frequently than once every two years, considering the nature, size and complexity of the activity.
- (i) A systematic method to assure timely and appropriate resolution of audit findings and recommendations.

The City of Clinton has a Financial Management System that complies with the requirements of Section 510.50 of the Contracts, Grants, and Cooperative Agreements Manual as shown above.

This action authorized at an official meeting of the Mayor & Bd of Aldermen

on the _____ day of _____, 1997, at Clinton State of Mississippi

By: _____

Title: _____

Date: _____

(Signature)

City Clerk
(Title)

U.S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

Alternate I.

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the work-place no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or other-wise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

ALTERNATIVE I

- (e) to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free work-place through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Melrose Street, Clinton, Hinds County, Mississippi 39056

Trailwood Dr., Clinton, Hinds County, Mississippi 39056

Check N/A if there are workplaces on file that are not identified here.
_____ (signature) _____ (date)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the

ALTERNATIVE I

grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation. State employees in each local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including:

- (i) All "direct charge" employees;
- (ii) All "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and
- (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

EQUAL OPPORTUNITY

The Contracting Local Organization agrees to incorporate, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is paid for, in whole or in part, with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity (Federally Assisted Construction) clause:

EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the Equal Opportunity (Federally Assisted Construction) clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers representative of the Contractors's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.

7. The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contracting Local Organization further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work; provided, however, that if the Contracting Local Organization so participating is a State or local government, the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Contracting Local Organization agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

PROJECT AGREEMENTS

The Contracting Local Organization further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive order. In addition, the Contracting Local Organization agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant; refrain from extending any further assistance to the Contracting Local Organization under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contracting Local Organization; and refer the case to the Department of Justice for appropriate legal proceedings.

NOTICE TO CONTRACTING LOCAL ORGANIZATIONS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

(a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local Organization will itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required, as follows:

NOTICE TO PROSPECTIVE FEDERALLY ASSISTED
CONSTRUCTION CONTRACTORS

(a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES

(a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity of the Equal Opportunity clause.

(b) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

NEW RESTRICTIONS ON LOBBYING

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal Executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and,

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, U.S. Code Appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

(1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be extended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of paragraph (A) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.

(C) For purposes of paragraph (A) of this section, the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:

(i) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) For purposes of paragraph (A) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:

(i) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(ii) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

(iii) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(E) only those activities expressly authorized by paragraph (i) of this section are allowable under paragraph (i).

(ii) Professional and technical services by own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(B) For purposes of paragraph (A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Only those services expressly authorized by paragraph (ii) of this section are allowable under paragraph (ii).

(iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by other than Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, of application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(B) For purposes of paragraph (A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultant and trade associations.

(E) Only those services expressly authorized by paragraph (iv) of this section are allowable under paragraph (iv).

(c) Disclosure.

(1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in _____, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.

(2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using nonappropriate funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriate funds.

(3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (2) of this section. As event that materially affects the accuracy of the information reported includes:

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(4) Any person who requests or receives from a person referred to in paragraph (1) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph (1) of this section. That person shall forward all disclosure forms to the agency.

(d) Agreement. In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

(2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

(End of Clause)

DISCLOSURE OF LOBBYING ACTIVITIESComplete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)Appro:
03-48-00,

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - 111-A



NEEL-SCHAFFER, INC.
ENGINEERS • PLANNERS
P.O. Box 22825/666 North Street, Suite 203
Jackson, MS 39225-2625/(601) 948-3071

9.

July 14, 1997

Richard Broome, P.E.
City of Clinton
Department of Public Works
P.O. Box 156
Clinton, MS 39060

Dear Richard:

REFERENCE: CITY OF CLINTON, MISSISSIPPI
RIGHT TURN LANE AT SPRINGRIDGE ROAD
AT UNITED ARTIST FRONTAGE ROAD

Neel-Schaffer respectfully submits this letter agreement to provide survey and professional engineering services associated with roadway improvements to the intersection of Springridge Road at the Clinton Center Drive. Specifically, Neel-Schaffer will prepare a MDOT permit application and supporting plans to add a right turn lane between the I-20 eastbound off-ramp and the Clinton Center Drive. The plans will include typical section, plan-profile, drainage, pavement marking and traffic control sheets. Neel-Schaffer will work from the permit plans prepared for the recent traffic signal installation at this intersection.

Neel-Schaffer estimates the fee associated with the preparation of this permit to be a maximum of \$8,000.00 at the hourly rates shown in the attached 1997 Rate Schedule.

This proposal, the 1997 Rate Schedule, and the attached General Terms and Conditions represent the entire understanding between the city of Clinton and Neel-Schaffer in respect to these services to be provided and may only be modified in writing by both parties. If this proposal meets your approval, please sign the originals and return one to us as a notice to proceed.

Sincerely,

NEEL-SCHAFFER, INC.

Mark G. Bailey

Mark G. Bailey, P.E.
Vice President
Transportation Engineer

ble

ACCEPTED: _____

TITLE: Mayor

DATE: November 4, 1997

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NEEL-SCHAFFER, INC.
1997 RATE SCHEDULE FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	HOURLY RATE
Principal Engineer	\$110.00
Engineer Manager	95.00
Senior Engineer/Project Manager	90.00
Senior Planner/Professional/Landscape Architect/GIS Specialist	75.00
Engineer	75.00
Information Systems Coordinator	75.00
Planner	60.00
Assistant Engineer (EI)	60.00
Assistant Planner	50.00
GIS Specialist	55.00
Assistant GIS Specialist	50.00
Landscape Architect	55.00
Assistant Landscape Architect	50.00
Designer	65.00
Supervisory Technician/Inspector	50.00
Senior Technician/GIS Technician/Inspector	45.00*
Technician/GIS Technician/Inspector	40.00*
Assistant Technician/GIS Technician/Inspector	32.00*
Clerical	28.00*
Four-Man Survey Party	95.00*
Three-Man Survey Party	85.00*
Two-Man Survey Party	70.00*
Professional Land Surveyor (PLS)	50.00
Supervisory Surveyor	65.00

* HOURLY RATES INDICATED FOR THESE NON-EXEMPT CLASSIFICATIONS APPLY TO REGULAR TIME. IF OVERTIME WORK IS REQUIRED TO MEET CLIENT'S SCHEDULE, NEEL-SCHAFFER RESERVES THE RIGHT TO NEGOTIATE AN OVERTIME RATE.

REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	\$ 0.27/mile
Computer	10.00/hour
CADD	25.00/hour
Traffic Counter	10.00/day

IN-HOUSE REPRODUCTION/PRINTING

Vellum	\$2.00/sheet
Film Positive	5.00/sheet
Bond	1.00/sheet
Blueline	1.00/sheet
Photocopies	0.20/sheet

ALL OTHER EXPENSES, INCLUDING CONTRACT REPRODUCTION/PRINTING, TRAVEL AND SUBSISTENCE, PARKING, COMMUNICATIONS, EQUIPMENT RENTAL, POSTAGE AND OVERNIGHT MAIL, AND SUPPLIES WILL BE REIMBURSED AT ACTUAL COST.

Neel-Schaffer, Inc.
Jackson, Mississippi

F:\DATA\OPCOM\NSI-STYL\STIRATESCHE.97

GENERAL TERMS AND CONDITIONS

1. **Relationship Between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.
2. **Responsibility of the Engineer.** Engineer will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Client. Engineer shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. They should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.
7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.

12. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) on property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither

party shall assign this Agreement in whole or in part without the prior written approval of the other.

17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with maximum limits of \$500,000/\$1,000,000; automotive liability with maximum limits of \$500,000/\$500,000; and professional liability insurance with an annual limit of \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.

18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials.

- Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.
21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.
 22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.
 23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be done upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineers ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
 24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
 25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
 26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
 27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.
 28. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
 29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgements or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

**RECESSED MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, NOVEMBER 18, 1997
MUNICIPAL COURTROOM - 305 MONROE STREET**

The Mayor and Board of Aldermen of the City of Clinton met in Recessed Meeting at 7 p.m. at the Municipal Courtroom, 305 Monroe Street, pursuant to a Recess Order adopted by said Mayor and Board of Aldermen at their meeting of November 4, 1997, as found on page 136 of this Minute Book Z.

WELCOME AND CALL TO ORDER - Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderman DePriest followed by the Pledge of Allegiance to the Flag led by Alderman Brantley.

ROLL CALL - City Clerk Nelson Byrd

Present	Jehu Brabham - Alderman-At-Large
	Tony Hisaw - Alderman Ward 1
	Rodney DePriest - Alderman Ward 2
	Clint Brantley - Alderman Ward 3
	Phil Fisher - Alderman Ward 4
	Herb Touchton - Alderman Ward 5
	Sharbert Lott - Alderman Ward 6

City Attorney - Ken Dreher
City Clerk - Nelson Byrd

RECOGNITIONS:

The Clinton High School Lady Arrows, State 5A Champions in slow pitch softball, were recognized for their achievement with certificates prepared by Mayor Aultman and handed out by Alderman Brabham.

AGENDA CHANGES

Mayor Aultman announced that the City's share of Consent Agenda Item M was \$120.00 instead of \$240.00 and that Agenda Item 11 would be removed.

APPROVAL OF CONSENT AGENDA ITEMS A - N:

MOTION made by Alderman Hisaw and **SECONDED** by Alderman Fisher to approve Consent Agenda Items A-N as listed on page 188 of this Minute Book Z. Quotes listed in Items D & G can be found in the office of the City Clerk. Items B & N will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton. **MOTION CARRIED UNANIMOUSLY**

PLANNING AND ZONING ITEMS

APPROVAL OF DIMENSIONAL VARIANCE AND SITE PLAN - WARING OIL COMPANY

MOTION made by Alderman Touchton and **SECONDED** by Alderman Lott to adopt the Resolution found on pages 190-192 of this Minute Book Z granting a dimensional variance for a 12' side setback for Waring Oil Company on Highway 80 at Clinton/Raymond Road. **MOTION CARRIED UNANIMOUSLY**

Upon recommendation of City Engineer Richard Broome, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Brantley to approve the site plan for Waring Oil Company. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF INTERMEDIATE RESOLUTION FOR WATER AND SEWER BONDS

MOTION made by Alderman Hisaw and **SECONDED** by Alderman Lott to adopt the Resolution found on pages 193-197 of this Minute Book Z giving final approval for borrowing \$1,600,000.00 for Water and Sewer Bonds. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZATION FOR WILLIFORD, GEARHART, & KNIGHT FOR SERVICES FOR 1998 NRCS PROJECTS

Upon recommendation by City Engineer Richard Broome, **MOTION** made by Alderman Fisher and **SECONDED** by Alderman Brantley to approve Agreement and \$32,500 Budget found on pages 198-199 of this Minute Book Z proposed by Williford, Gearhart, & Knight under their general services agreement for NRCS creek stabilization projects at Hollyberry Drive/Trailwood Drive and Melrose Place/Edgewood Place. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF ECONOMIC DEVELOPMENT ADVERTISING FOR 1997-1998

Upon recommendation of Jim Powell, Economic Development Consultant, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Touchton to approve advertising plan A found on pages 200-202 of this Minute Book Z totaling \$23,810.00. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF FINAL PLAT FOR HUNTER'S RIDGE SUBDIVISION - PART II

Upon recommendation of City Engineer Richard Broome, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Brantley to approve the Final Plat of Hunter's Ridge Subdivision - Part II contingent on final review of the documents. **MOTION CARRIED UNANIMOUSLY**

CONTRACT FOR BATTERY DRIVE WATER WELL INCREASED

Upon recommendation of City Engineer Richard Broome, **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Hisaw to add alternate Bid Provisions totaling approximately \$23,000.00 to the Layne-Central Company contract to allow the water well to produce approximately 750 gallons a minute as shown on pages 203-204 of this Minute Book Z. **MOTION CARRIED UNANIMOUSLY**

ORDINANCE APPROVED AMENDING SEWER SERVICE

Upon recommendation of City Engineer Richard Broome, and after several years of engineering work on the water/sewer master plan which shows the need for a new southside wastewater treatment facility and connector lines, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Brabham to adopt that Ordinance found on pages 205-208 and 737-740 of this Minute Book Z and Ordinance Book II amending the sewer rates of the City of Clinton. **MOTION CARRIED UNANIMOUSLY** Proofs of Publication can be found on pages ~~198~~ and 741 respectively.

209 7B

APPOINTMENT OF OLDE TOWNE COMMISSION

MOTION made by Alderman Touchton and **SECONDED** by Alderman Fisher to appoint 4 members to the Olde Towne Commission as proposed on page 210 of this Minute Book Y. **MOTION CARRIED UNANIMOUSLY**

EXECUTIVE SESSION

MOTION made by Alderman Brabham and **SECONDED** by Alderman Brantley to consider entering executive session for the purpose of discussing litigation matters. **MOTION CARRIED UNANIMOUSLY**

MOTION made by Alderman Brabham and **SECONDED** by Alderman Fisher at 7:37 p.m. to enter executive session for the stated purpose. **MOTION CARRIED UNANIMOUSLY**

Present for Executive Session were Mayor Aultman, Aldermen Jehu Brabham, Tony Hisaw, Rodney DePriest, Clint Brantley, Phil Fisher, Herb Touchton, Sharbert Lott, City Attorney Ken Dreher, and Police Chief Don Byington.

MOTION made by Alderman Touchton and **SECONDED** by Alderman Brabham to exit executive session at 7:49 p.m. **MOTION CARRIED UNANIMOUSLY**

ADJOURNMENT - 7:49 P.M.

There being no further business to discuss, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Brabham to adjourn. **MOTION CARRIED UNANIMOUSLY**

Copy of agenda may be found on pages 188-189 of this Minute Book Z.

APPROVED: Rosemary G. Aultman
Rosemary G. Aultman, Mayor

November 21, 1997
Date

ATTEST: Nelson Byrd
Nelson Byrd, City Clerk

November 21, 1997
Date

SEAL

**RECESSED MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, NOVEMBER 18, 1997 - 7 P.M.
MUNICIPAL COURTROOM - 305 MONROE STREET
AGENDA**

1. Welcome and Call to Order - Mayor Rosemary Aultman
2. Invocation - Alderman Rodney DePriest
3. Pledge of Allegiance to the Flag - Alderman Clint Brantley
4. Roll Call - City Clerk Nelson Byrd
5. Recognitions: Lady Arrows - State 5A Champions - Slow-Pitch Softball
6. Approval of Consent Agenda Items A-N:
 - A. Manual Claims Docket through November 14, 1997.
 - B. \$200.00 for Full Page Ad in the Clinton Arrows and Lady Arrows Basketball Program Book. (001-040-618)
 - C. \$14,107.75 to Pyle Dreher, Mills, & Dye, P.A. for legal services for October, 1997. (various)
 - D. \$3,813.00 (Low Quote) to Scotts Company for Winter Turf 10 for Parks and Recreation fields. (A001-305-690-2)
 - E. \$75.00 to Southern Building Code Congress International for Annual Dues for Inspection Department. (001-180-681)
 - F. \$60.00 to Mississippi State Board of Registration for Professional Engineers & Land Surveyors for 1998 license renewal for Richard Broome. (400-650-681)
 - G. \$1,976.23 (Low Quote) to Rental Service Corporation for purchase of a mortar mixer for Public Works. (400-650-730)
 - H. \$2,129.00 (Sole Source) to Central Pipe Supply, Inc. for meter for Hampton Inn. (400-650-542)
 - I. \$1,838.55 (Sole Source) to Central Pipe Supply, Inc. for meter purchase. (400-650-542)
 - J. \$2,102.25 to Central Pipe Supply, Inc. for emergency purchase of tapping machine. (400-650-730)
 - K. \$63,989.98 to ST Environmental Services, Inc. for October, 1997 Services. (various)
 - L. \$1,417.00 to Larry Sones, Architects for Central Fire Station Architectural Services. (001-160-710)
 - M. ~~\$240.00~~ ^{\$22.22} to Metro Jackson Chamber of Commerce for City representatives to attend the 1997 Annual Meeting on December 3, 1997. (001-040-681)
 - N. \$2,500.00 to Clinton Chamber of Commerce for Retiree Attraction Program Contribution. (001-400-618-3)
7. Planning and Zoning Item - Waring Oil Company request for a dimensional variance for side setbacks, additional ground-mounted sign, and site plan approval.
8. Discussion/Action - Intermediate Resolution for issuance of City of Clinton Water and Sewer Bonds. Bond Attorney Jim Young
9. Discussion/Action - Proposed Contract with Williford, Gearhart & Knight, Inc. for 1998 NRCS Ditch Projects (Melrose & Trailwood). City Engineer Richard Broome
10. Discussion/Action - Economic Development Advertising for 1997-1998. Economic Development Consultant, Jim Powell
11. Discussion/Action - Final Plat for Cedar Grove Subdivision. City Engineer Richard Broome
12. Discussion/Action - Final Plat for Hunter's Ridge Subdivision, Part II. City Engineer Richard Broome
13. Discussion/Action - Addition of Items 14, 15, & 16 to Contract with Layne-Central Company for Battery Drive Water Well Project. City Engineer Richard Broome
14. Discussion/Action - Amendment to Ordinance for Sewer Service. City Engineer Richard Broome

15. **Discussion/Action - Appointment of Olde Town Commission.**
16. **Discussion/Action - Litigation**
17. **Other Business**
18. **Motion to adjourn**

GOVERNING BODY

Jehu Brabham - Alderman-At-Large
Tony Hisaw - Alderman Ward 1
Rodney DePriest - Alderman Ward 2
Clint Brantley - Alderman Ward 3
Phil Fisher - Alderman Ward 4
Herb Touchton - Alderman Ward 5
Sharbert Lott - Alderman Ward 6

City Attorney - Ken Dreher
City Clerk - Nelson Byrd

RESOLUTION APPROVING DIMENSIONAL VARIANCE
FOR SOUTHEAST CORNER OF HIGHWAY 80 AND
CLINTON-RAYMOND ROAD, CLINTON MISSISSIPPI
(DIMENSIONAL VARIANCE ON A SIDE SETBACK REQUIREMENT)

WHEREAS, Dan Waring, the Owner of Waring Oil Company, has requested a dimensional variance on the side setback requirement in order to construct his project within the limits of the regulations of the City of Clinton, Mississippi; and,

WHEREAS, the Zoning Ordinance and Subdivision Regulations of the City of Clinton, Mississippi now require a 20' setback line for such construction from the side property lines; and,

WHEREAS, since the planning of the project began, the set back requirements have changed; and,

WHEREAS, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, find that the requested variance will be in harmony with the general purposes and intent of the Zoning Ordinance and the Subdivision Regulations and will not be injurious to the neighborhood or otherwise detrimental to the public welfare; and,

WHEREAS, the Owner has complied with Section 2005 of the Zoning Regulations regarding dimensional variances and Section 605 of the Subdivision Regulations, as appropriate; and,

BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi that the requested dimensional variance should be granted as follows:

- 1) A variance is granted on the east side of the property to permit construction up within 12 feet of the property line as shown on the site plan.

Except as modified hereby to permit the waiver of the said setback line in this particular instance, this property shall be subject to all applicable ordinances and regulations;

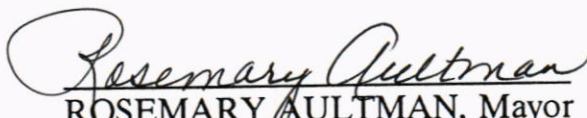
A legal description of the subject property is attached hereto as Exhibit "A".

The forgoing Resolution, having been reduced to writing, Alderman Touchton moved that said Resolution be adopted. Alderman Lott seconded. The vote was as follows:

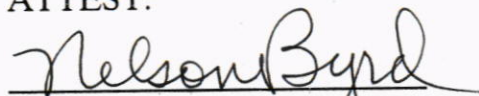
Alderman Brabham voted:	<u>Aye</u>
Alderman Hisaw voted	<u>Aye</u>
Alderman Depriest voted:	<u>Aye</u>
Alderman Brantley voted:	<u>Aye</u>
Alderman Fisher voted:	<u>Aye</u>
Alderman Touchton voted:	<u>Aye</u>
Alderman Lott voted:	<u>Aye</u>

Approved on the 18 day of November, 1997.

CITY OF CLINTON, MISSISSIPPI


ROSEMARY AULTMAN, Mayor

ATTEST:


NELSON BYRD, City Clerk

c:\wp60\clinton\cli-raym.res\jb

That certain parcel of land situated in the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 30, Township 6 North, Range 1 West, described as:

Commence at the intersection of the center line of present U.S. Highway 80 with the center line of the Raymond-Clinton Road, as both are now laid out and in use; run thence South 55 degrees 21 minutes East and along the center line of present U.S. Highway 80 a distance of 189.6 feet; run thence South 34 degrees 39 minutes West a distance of 109.0 feet, more or less, to a concrete right-of-way monument marking the intersection of the Southern right-of-way line of present U.S. Highway 80 with the North right-of-way line of Interstate Highway 20 and the point of beginning of the property herein conveyed;

From a point of beginning, run thence south 55 degrees 21 minutes East and along the Southern right-of-way line of present U.S. Highway 80 a distance of 197.35 feet; thence South 31 degrees 48 minutes West a distance of 191.74 feet, more or less to the Northern right-of-way line of Interstate Highway 20; thence North 38 degrees 59 minutes West and along the North right-of-way line of Interstate Highway 20 a distance of 150.63 feet, more or less, to a concrete right-of-way monument; thence North 11 degrees 56 minutes East and along the Northern right-of-way line of Interstate Highway 20 a distance of 161.62 feet, more or less, to the point of beginning.

Together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and all right, title and interest of Grantor in and to any land lying in the bed of any street or highway in front of or adjoining said premises to the center line thereof.

Being the same land as described in that certain Warranty Deed dated December 30, 1969, from First Guaranty Investment Corporation, Grantor, to Humble Oil & Refining Company, Grantee, recorded in Book 1862, Page 79, of the Deed records of Hinds County, Mississippi.

Humble Oil & Refining Company, a Delaware corporation, merged into Exxon Corporation, a New Jersey corporation, on January 1, 1973.

EXHIBIT "A"

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, FINDING THAT ITS RESOLUTION ADOPTED ON OCTOBER 21, 1997, DECLARING THE NECESSITY OF ISSUING BONDS IN THE MAXIMUM AMOUNT OF ONE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,600,000.00) TO RAISE MONEY FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING, IMPROVING, ENLARGING, RENOVATING AND EQUIPPING THE MUNICIPALITY'S WATER AND SEWER SYSTEM, AND PAYING THE COST OF SUCH BORROWING WAS DULY PUBLISHED AND POSTED AS REQUIRED BY LAW AND THAT NO PETITION REQUESTING AN ELECTION ON THE QUESTION OF INCURRING SAID INDEBTEDNESS WAS FILED; APPROVING THE BORROWING OF SAID MONEY; AUTHORIZING THE ISSUANCE OF SAID BONDS; AND STATING ITS INTENTION TO TAKE FURTHER ACTION REGARDING THE BONDS AT A LATER DATE.

WHEREAS, the Mayor and Board of Aldermen of the City of Clinton, Mississippi (the "Governing Authority" of the "Municipality") hereby finds, determines, adjudicates and declares as follows:

1. Heretofore, on the 21st day of October, 1997, the Governing Authority did adopt a resolution declaring the intention of the Mayor and the Board of Aldermen of the City of Clinton, Mississippi, to issue general obligation bonds of said municipality in the maximum principal amount of One Million Six Hundred Thousand and no/100 Dollars (\$1,600,000) to raise money for the purpose of paying the costs of constructing, improving, enlarging, renovating and equipping the Municipality's water and sewer system, and paying the cost of such borrowing, at a total project cost estimated to be approximately equal to the maximum principal amount of the bonds authorized herein; adjudicating no funds are available to the City of Clinton, Mississippi, for such purposes; ordering said resolution to be published and notice to be posted; and setting the date upon which the Mayor and Board of Aldermen are to take final action upon the question of authorizing the issuance of said bonds, wherein the Governing Authority found, determined and

adjudicated that it is necessary to borrow an amount not exceeding \$1,600,000 and to issue Bonds as evidence of such borrowing in the amount and for the purpose aforesaid, declared its intention to authorize such borrowing and to issue said bonds, and fixed 7:00 p.m. on November 18, 1997, as the date and hour on which it proposed to give final approval to said borrowing and authorize the issuance of said Bonds on or prior to which date and hour any petitions requesting an election on the question of incurring said indebtedness were required to be filed.

2. As required by law and as directed by the aforesaid resolution, the said resolution was published once a week for at least three (3) consecutive weeks in *The Clarion-Ledger*, a newspaper having a general circulation in the Municipality, and qualified under the provisions of Section 13-3-31 of the Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days prior to November 18, 1997, and the last publication thereof having been made not more than seven days prior to such date, said notice having been published in said newspaper on October 27, 1997, November 3, 1997, November 10, 1997, and November 17, 1997, as evidenced by the publishers affidavit heretofore presented and spread upon the minutes. A copy of said resolution was also posted in at least three public places within the Municipality for at least twenty-one (21) days prior to November 18, 1997, as shown in the City Clerk's Affidavit attached hereto.

3. On or prior to the hour of 7:00 p.m. on November 18, 1997, no petition requesting an election on the question of incurring such indebtedness or other objection of any kind or character against the issuance of the bonds described in the aforesaid resolution had been filed or presented by qualified electors of the Municipality.

4. The Governing Authority is now authorized and empowered by the provisions of Sections 21-33-301, et seq. of the Mississippi Code of 1972, as amended, to approve said borrowing and authorize the issuance of the hereinafter described bonds without an election on the question of incurring such indebtedness.

NOW, THEREFORE, be it resolved by the Mayor and Board of Aldermen of the City of Clinton, Mississippi as follows:

SECTION 1. The Governing Authority does hereby find, determine, and adjudicate that the foregoing premises are true and correct.

SECTION 2. The Governing Authority hereby gives final approval to the borrowing of an amount not exceeding One Million Six Hundred Thousand and No/100 Dollars (\$1,600,000.00) for the purpose of paying the costs of constructing, improving, enlarging, renovating, and equipping the Municipality's water and sewer system, performing all other work necessary or desirable to effectuate the Project, and paying the costs of such borrowing all at an approximate cost of \$1,600,000.

SECTION 3. The Governing Authority hereby authorizes the issuance of bonds of the Municipality in the maximum amount of \$1,600,000 as evidence of said borrowing (the "Bonds"). The Bonds shall bear interest at a rate to be specified by further resolution of the Governing Authority. The Bonds shall not bear a greater overall maximum interest rate to maturity than the rate now or hereafter authorized under the provisions of Section 75-17-101 of the Mississippi Code of 1972, as amended. The Bonds shall not be sold for less than par and accrued interest. The Bonds shall be dated December 3, 1997, or such later date as the Governing Authority may specify.

SECTION 4. The Bonds shall be offered for sale and issued in accordance with the further orders and directions of the Governing Authority.

Alderman HISAW made, and Alderman LOTT seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Tony Hisaw	Voted: <u>Aye</u>
Alderman Rodney W. DePriest	Voted: <u>Aye</u>
Alderman Clint Brantley	Voted: <u>Aye</u>
Alderman Phil Fisher	Voted: <u>Aye</u>
Alderman Herb Touchton	Voted: <u>Aye</u>
Alderman Sharbert K. Lott	Voted: <u>Aye</u>
Alderman Jehu W. Brabham	Voted: <u>Aye</u>

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the 18th day of November, 1997.

THE CITY OF CLINTON, MISSISSIPPI

Rosemary G. Quetman
Mayor

ATTEST:

Nelson Byrd
City Clerk

**CITY OF CLINTON, MISSISSIPPI
NOTICE OF INTENT TO ISSUE BONDS
IN THE MAXIMUM PRINCIPAL AMOUNT OF \$1,600,000**

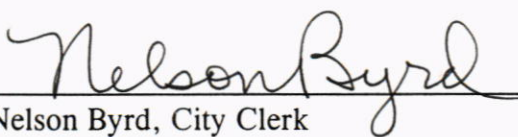
**AFFIDAVIT OF CITY REGARDING POSTING OF
NOTICE OF INTENT TO ISSUE BONDS**

STATE OF MISSISSIPPI

COUNTY OF HINDS

I, Nelson Byrd, the undersigned City Clerk for the City of Clinton, Mississippi, certify that I posted or caused to be posted, copies of the resolution of intent to issue bonds in the maximum principal amount of \$1,600,000 adopted by the Mayor and Board of Alderman on October 21, 1997, in at least three (3) public places in the City of Clinton, Mississippi, such places being the Post Office, City Hall, City Court Facility, City Library and City Public Works Department. The notice was posted at each of the foregoing locations on October 23, 1997, said date being at least twenty-one (21) days next preceding November 18, 1997, the date set for final approval of the issuance of said bonds, all as required by Miss. Code Ann. § 21-33-307.

CITY OF CLINTON, MISSISSIPPI

Nelson Byrd, City Clerk



WILLIFORD, GEARHART & KNIGHT, INC.
ENGINEERS & SURVEYORS

PRINCIPALS
Charles H. Williford, P.E., P.L.S.
Gregory A. Gearhart, P.E.
Jeffery T. Knight, P.E.

ASSOCIATES
Bill Owen, P.E.

November 5, 1997

Richard Broome, P.E.
City Of Clinton
P.O. Box 156
Clinton, Ms 39060

Re: City of Clinton - NRCS Creek Stabilization Projects @
Hollyberry Drive/Trailwood Drive &
Melrose Place/Edgewood Place
WGK #97-292/293

Dear Richard:

As per your request, we have visited the referenced sites and are pleased to present the following budget information regarding the surveying and engineering design efforts required to assist the City in completing the proposed improvements. We propose to assist the City in the preparation of the following information for each site: 1) Field Survey of Existing Conditions; 2) Design Manual including hydrologic and hydraulic calculations; 3) Preparation of Design Plans and Specifications; 4) Preparation of a Land Rights Map and Easements; and 5) Assistance in Bidding of Proposed Improvements, including attendance of pre-bid conference.

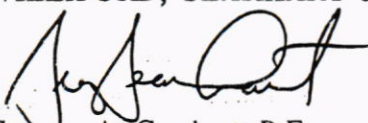
Budget Cost Items

Field Survey -	\$ 2,500
Design Manual and Plans -	\$26,500
Land Rights Map and Easements -	<u>\$ 3,500</u>
Total -	\$32,500

We will also be available, on an as needed basis, to assist the City during the construction of the projects. Any assistance required during this time will be billed at the appropriate hourly rate for the personnel involved in the construction review.

Thank you again for this opportunity to be of assistance on this project. Should you have any questions or need any additional information please do not hesitate to call.

Sincerely,
WILLIFORD, GEARHART & KNIGHT, INC.


Gregory A. Gearhart, P.E.
Principal

RECEIVED

NOV 10 1997

**CITY OF CLINTON
ENGINEER DEPARTMENT**



WILLIFORD, GEARHART & KNIGHT, INC.
ENGINEERS & SURVEYORS

9.
PRINCIPALS
Charles H. Williford, P.E., P.L.S.
Gregory A. Gearhart, P.E.
Jeffery T. Knight, P.E.

ASSOCIATES
Bill Owen, P.E.

November 12, 1997

Richard Broome, P.E.
City Of Clinton
P.O. Box 156
Clinton, Ms 39060

Re: City of Clinton - NRCS Creek Stabilization Projects @
Hollyberry Drive/Trailwood Drive &
Melrose Place/Edgewood Place
WGK #97-292/293

Dear Richard:

We recently provided a proposed budget for engineering and surveying services for the referenced project (copy attached.) We are available to provide these services in accordance with the current General Services Agreement on an hourly basis, with the budget amounts not-to-be-exceeded without written approval. If this arrangement is acceptable to the City, please indicate authorization below and return one copy of this letter to us.

Thank you again for this opportunity to be of assistance on this project. Should you have any questions or need any additional information please do not hesitate to call.

Sincerely,
WILLIFORD, GEARHART & KNIGHT, INC.

Gregory A. Gearhart, P.E.
Principal

AUTHORIZED BY: CITY OF CLINTON

Signature: Rosemary G. Aultman

Name: Rosemary Aultman, Mayor

Date: November 20, 1997

amacker, inc.

advertising • media planning • graphic design

November 17, 1997

Proposed Ad Plan

City of Clinton

Three Phases:

- 1) Mississippi Magazine
- 2) Clarion Ledger
- 3) Television-Network and Love Communications

Mississippi Magazine

2 full page, full color ads and one ½ page full color ad

- 1) First Full page, full color ad featuring local artist, musicians and writers to run in November-December, 1997 issue.
- 2) Second full page, full color ad featuring local sports figures who've achieved national recognition to run in March-April, 1998 issue in conjunction with Mississippi Magazine "Walking Tour" of Clinton.
- 3) One-half page, full color ad... feature and issue to be determined once Mississippi magazine sets editorial schedule for 1998.

Cost Breakdown:	1)	\$1745.00
	2)	\$1745.00
	3)	\$1045.00

Add all day photo shoot Approximately \$300.00

Scans of photos for use in publication \$300.00

Total cost for Mississippi Magazine **\$5,135.00**

P. O. BOX 116, CLINTON, MS 39060

PHONE: (601) 924-7080 • FAX: (601) 924-1133

Clarion Ledger (Supporting opening of World Com)

Option A: 1 full page, full color ad (100 inch contract rate) to run in the Sunday Clarion Ledger.

Full page ad Sunday	\$5750.00
Ad color	\$ 725.00
Design Charges	<u>\$ 200.00</u>

Cost: Option A \$6,675.00

Option B: One full color, full page ad to run in Monday or Tuesday Clarion Ledger with pick up in following Clinton News, also full page full color

Full page Monday or Tuesday	\$2123.00
Add color	\$ 650.00
Full page pick up Clinton	\$ 750.20
Add color	<u>\$ 145.00</u>
	\$ 3668.20
Design Charges	<u>\$ 200.00</u>
TOTAL	\$ 3868.20

T.V. Plan Ads to run December 1, 1997 through September 31, 1998

Total Budget \$12,000.00 (based on ⁷⁸\$2000.00 per month in December, January, March, April, July and August).

Ads to be used:

- 1) McAlisters
- 2) The Best/Aultman Tag
- 3) Retirement
- 4) The Baddleys
- 5) The Crislars

Ads would be scheduled to target the appropriate audience.

For instance....McAlisters ad would target business owners and run in AM News and PM News on 3, 12 and 16, and on Love Communications on CNN, Discovery, and ESPN.

Retirement ads would run in AM, Noon and 5 PM news targeting programs with strong 50 plus demographics.

Family oriented ads would run on Love Communications on Lifetime, USA, Family, CNN and on network news.

The average spot rate on Love in Prime is about \$35.00. If each schedule is 60 percent cable, City of Clinton would get about 35 ads per month in prime on cable. The AM News rate on Network is about \$35.00, and PM News rates are between \$75.00 and \$150.00. The remaining 40 percent of the monthly budget or \$800.00, the City of Clinton would get about ten AM News spots per flight and six to eight PM News spots per flight.

A \$2000.00 package would buy between 50 and 60 Ads per flight, and we could expect weekend bonuses on Love Communications on USA, TNT, Lifetime, Family and Headline News.

Budget Summary

Option A

Mississippi Magazine	<u>\$ 5,135.00</u>
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Clarion Ledger Sunday	<u>\$ 6,675.00</u>
-----------------------	--------------------

Television (various)	<u>\$12,000.00</u>
----------------------	--------------------

TOTAL	<u>\$23,810.00</u>
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Option B

Mississippi Magazine	<u>\$ 5,135.00</u>
----------------------	--------------------

Clarion Ledger M or T Clinton News	<u>\$ 3,868.20</u>
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Television (various)	<u>\$12,003.00</u>
----------------------	--------------------

TOTAL	<u>\$21,003.00</u>
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WILLIFORD, GEARHART & KNIGHT, INC.
ENGINEERS & SURVEYORS

PRINCIPALS
Charles H. Williford, P.E., P.L.S.
Gregory A. Gearhart, P.E.
Jeffery T. Knight, P.E.

ASSOCIATES
Bill Owen, P.E.

November 10, 1997

Richard Broome, P.E.
City of Clinton
P.O. Box 156
Clinton, MS 39060

RE: City of Clinton
Battery Drive Water Well
WGK# 96-330

RECEIVED

NOV 10 1997

**CITY OF CLINTON
ENGINEER DEPARTMENT**

Dear Richard:

Enclosed are the results and recommendations of the Contractor following completion of the test hole on Friday November 7. We concur with the Contractor that the results show it is very probable that conditions exist which would allow for the larger well. We recommend adding items #14, #15, #16 to the contract at this time. This would add approximately \$23,000 to the original Base Bid total.

Ralph Hayes has indicated that upon receiving our "go-ahead" they would proceed with drilling the hole for the well casing. Since they are very eager to proceed in order to minimize down time with their drilling rig, please let us know if we may tell Layne Central to proceed with the larger well casing as soon as possible.

If you should have any questions, please do not hesitate to call me.

Sincerely,

WILLIFORD, GEARHART & KNIGHT, INC.

Greg Gearhart, P.E.
Principal

enc.

pc: Ralph Hayes, Sales Engineer

BID PROPOSAL FORM
BATTERY DRIVE WELL
CITY OF CLINTON, MISSISSIPPI

ITEM NO.	ITEM DESCRIPTION	EST. QTY.	ITEM UNIT	UNIT PRICE	TOTAL PRICE
	BASE BID:				
1	TEST HOLE(1,025 FEET)	1	L.S.	<u>\$ 25,000.00</u>	<u>\$ 25,000.00</u>
2	ADD OR DEDUCT TEST HOLE GREATER OR LESS THAN 1,025 FEET	EA.	L.F.	<u>20.00</u>	XXXXXXXX
3	COMPLETE 12X8 GRAVEL WALL WELL (1,020 FEET IN DEPTH)	1	L.S.	<u>121,953.00</u>	<u>121,953.00</u>
4	ADD OR DEDUCT PERMANENT WELL GREATER OR LESS THAN 1,020 FEET	EA.	L.F.	<u>50.00</u>	XXXXXXXX
5	ADD OR DEDUCT WELL SCREEN GREATER OR LESS THAN 80 FEET	EA.	L.F.	<u>25.00</u>	XXXXXXXX
6	500 GPM @ 80 PSI VERTICAL TURBINE WELL PUMP WITH MOTOR & APPURTENANCES(COMPLETE)	1	L.S.	<u>30,000.00</u>	<u>30,000.00</u>
7	ADD OR DEDUCT COLUMN ASSEMBLY GREATER OR LESS THAN 320 FEET	EA.	L.F.	<u>100.00</u>	XXXXXXXX
8	8" DIP DISCHARGE PIPING, AND ACCESSORIES, W/ CONNECTION TO 8" MAIN.	1	L.S.	<u>10,000.00</u>	<u>10,000.00</u>
9	ELECTRICAL & WELL CONTROLS (COMPLETE)	1	L.S.	<u>10,000.00</u>	<u>10,000.00</u>
10	CHLORINATION/FLUORIDATION FACILITIES INCLUDING SLAB, HOUSING & BOOSTER PUMP	1	L.S.	<u>10,000.00</u>	<u>10,000.00</u>
11	SITE WORK, FENCING, CLAY GRAVEL, & EROSION CONTROL	1	L.S.	<u>10,000.00</u>	<u>10,000.00</u>
TOTAL OF BASE BID ITEMS					<u>216,953.00</u>
	ADD ALTERNATE BID ITEMS:				
12	COMPLETE TEST WELL AND COLLECT WATER SAMPLE(1,020 FEET IN DEPTH)	1	L.S.	<u>\$20,000.00</u>	<u>\$20,000.00</u>
13	ADD OR DEDUCT TEST WELL GREATER OR LESS THAN 1,020 FEET	EA.	L.F.	<u>20.00</u>	XXXXXXXX
14	ADD TO ITEM #3 FOR 18X10 GRAVEL WALL WELL	1	L.S.	<u>24,000.00</u>	<u>24,000.00</u>
15	ADD TO ITEM #4 FOR 18X10 WELL	EA.	L.F.	<u>50.00</u>	XXXXXXXX
16	ADD TO ITEM #5 FOR 10" SCREEN	EA.	L.F.	<u>25.00</u>	XXXXXXXX
17	ADD TO ITEM #6 FOR 750 GPM @80 PSI	1	L.S.	<u>25,000.00</u>	<u>25,000.00</u>
18	TANK CONTROLS	1	L.S.	<u>15,000.00</u>	<u>15,000.00</u>
TOTAL OF ADD ALTERNATE BID ITEMS					<u>\$ 84,000.00</u>

CITY OF CLINTON, MS
BATTERY DRIVE WATER WELL
MAY, 1997

C-5

WILLIFORD, GEARHART & KNIGHT, INC.
ENGINEERS & SURVEYORS
WGK# E96-330

CITY OF CLINTON WATER AND SEWER RATES

AN AMENDMENT TO AN ORDINANCE PROVIDING AND ORDAINING RULES, RATES, AND REGULATIONS FOR THE GOVERNMENT OF THE WATERWORKS SYSTEM AND WATER SERVICE OF THE CITY OF CLINTON PASSED ON OCTOBER 13, 1934, AND RECORDED IN ORDINANCE BOOK I AT PAGES 74-78, INCLUSIVE AS FURTHER AMENDED ON JUNE 2, 1960, AS EXHIBITED AT PAGE 315 AND ON DECEMBER 16, 1946, AS EXHIBITED AT PAGES 160(A)-161(A) AND ON NOVEMBER 4, 1969, AS EXHIBITED ON PAGES 518-519 OF SAID ORDINANCE BOOK, AND ON JULY 1, 1975, AS EXHIBITED ON PAGES 657-658 OF SAID ORDINANCE BOOK, AND ON OCTOBER 5, 1985, AS EXHIBITED ON PAGES 209-213 OF ORDINANCE BOOK II, AND ON SEPTEMBER 15, 1986, AS EXHIBITED ON PAGES 246-247 OF ORDINANCE BOOK II, AND ON APRIL 5, 1988, AS EXHIBITED ON PAGES 367-369 OF ORDINANCE BOOK II, AND ON AUGUST 3, 1993, AS EXHIBITED ON PAGES 545-546 OF ORDINANCE BOOK II, AND ON FEBRUARY 21, 1995 AS EXHIBITED ON PAGES 615-616 OF ORDINANCE BOOK II.

NOW THEREFORE, be it ordained by the Mayor and Board of Aldermen of the City of Clinton, Hinds County, Mississippi that the Ordinance governing the water and sewer rates be amended as follows:

Delete Section 2 as adopted on February 21, 1995, and insert the following to read:

SECTION 2. Rates shall now read as follows:

The following shall be the schedule of monthly charges where service is through a meter, to-wit:

<u>CONSUMPTION IN CUBIC FEET (CF)</u>	<u>BASE AMOUNT</u>	<u>PLUS ADDITIONAL CHARGE PER CUBIC FEET</u>
0-300	\$ 6.48	none
301-2,000	6.48	.013 per CF of the excess of 300 cubic feet
2,001-10,000	28.92	.012 per CF of the excess of 2,000 cubic feet
10,001-750,000	124.92	.011 per CF of the excess of 10,000 cubic feet
750,001-up	8,264.92	.0015 per CF of the excess of 750,000 cubic feet

WATER SERVICE - OUTSIDE USERS - 1 1/2

<u>CONSUMPTION IN CUBIC FEET (CF)</u>	<u>BASE AMOUNT</u>	<u>PLUS ADDITIONAL CHARGE PER CUBIC FEET</u>
0-300	\$ 9.72	none
301-2,000	9.72	.0198 per CF of the excess of 300 cubic feet
2,001-10,000	43.38	.018 per CF of the excess of 2,000 cubic feet
10,001-up	187.38	.0162 per CF of the excess of 10,000 cubic feet

SEWER SERVICE

0-300	\$ 6.48	none
301-2,000	6.48	.012 per CF of the excess of 300 cubic feet
2,001-10,000	26.88	.0132 per CF of the excess of 2,000 cubic feet
10,001-up	132.48	.0144 per CF of the excess of 10,000 cubic feet

SEWER SERVICE - OUTSIDE USERS - 1 1/2

0-300	\$ 9.72	none
301-2,000	9.72	.018 per CF of the excess of 300 cubic feet
2,001-10,000	40.32	.0198 per CF of the excess of 2,000 cubic feet
10,001-up	198.72	.0216 per CF of the excess of 10,000 cubic feet

That for good cause shown, this Ordinance shall take effect and be in full force and effect 30 days from and after passage, and be applicable to the first billing cycle in 1998.

ORDAINED, ADOPTED AND APPROVED BY THE MAYOR AND BOARD OF
ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, at a meeting thereof held on the
18th day of November, 1997.

A Motion for adoption was made by Alderman TOUCHTON and
seconded by Alderman BRABHAM and the foregoing ordinance having been
first reduced to writing, was considered and approved section by section and then, as a whole, it
was submitted to the Board of Aldermen for the passage or rejection on roll call vote upon the
vote being as follows, to-wit:

Alderman Brabham voted:	<u>Aye</u>
Alderman Hisaw voted:	<u>Aye</u>
Alderman DePriest voted:	<u>Aye</u>
Alderman Brantley voted:	<u>Aye</u>
Alderman Fisher voted:	<u>Aye</u>
Alderman Touchton voted:	<u>Aye</u>
Alderman Lott voted:	<u>Aye</u>

Whereupon the Mayor declared the Motion carried and the ordinance approved and adopted.

The foregoing ordinance was approved this the 18th day of November, 1997.

CITY OF CLINTON

BY: Rosemary G. Aultman
ROSEMARY AULTMAN, Mayor

ATTEST:

Nelson Byrd
NELSON BYRD, City Clerk

(SEAL)

Proof of Publication
The State of Mississippi
Hinds County

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

Shirley Mize

an authorized clerk of THE CLARION-LEDGER, a daily newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

Dates of Publication:

Friday, November 28, 1997

Lines: 132
Words: 478
Issues: 1
Total: \$40.24

Signed

Authorized Clerk
of The Clarion-Ledger

Notary Public

SWORN to and subscribed before me on
11/28/97

My Commission Expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE.
MY COMMISSION EXPIRES: Nov. 8, 2000.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

(SEAL)

209
198

PROPOSED MEMBERS OF THE OLDE TOWNE COMMISSION

Olde Towne property or business owners:

1. Tommy Bennett - Owner
T. Bennett Photography
310 Jefferson Street
Expires July 1, 1999
2. Tara Lytal - Homeowner - Myers home
304 East College
Interior Designer - Cupboard Gifts and Interiors
Expires July 1, 2001
3. Jerald Hutson - homeowner - Lipsey home
403 Madison Street
Administrator - Mississippi State Hospital - Whitfield
Expires July 1, 1999

Members from outside Olde Towne District

4. Donia Evans
311 Monterey Drive
Instructor - Hinds Community College
Expires July 1, 2001
5. Vacant - Yet to be appointed
Expires July 1, 1999